

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 78
2.CONTRACT NUMBER	3.SOLICITATION NUMBER N00383-15-R-0052	4.TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5.DATE ISSUED 31 Dec 2014	6.REQUISITION/PURCHASE NUMBER N0038315R0R052	
7. ISSUED BY NAVAL WEAPON SYSTEMS SUPPORT-PHILADELPHIA 700 Robbins Avenue Philadelphia, PA 19111-5098		CODE N00383	8. ADDRESS OFFER TO (If other than Item 7) Vector Aerospace Helicopter Services, Inc 4551 Agar Dr Richmond, BC, V7B1A4 Canada		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and **1** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, to Building 1, Room 2223 until **2:00 p.m.** local time **31 Jan 2015**.

(Hour) (Date)

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ►	A. NAME Stacey Ann Weinert	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS stacey.weinert@navy.mil
		AREA CODE 215	NUMBER 697	EXT 1255	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III – LIST OF DOCUMENTS, EXHIBITS ANOTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV – REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE				REPRESENTATIONS, CERTIFICATIONS AND OTHER	
	F	DELIVERIES OR PERFORMANCE			K	STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ►		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS(%)	CALENDAR DAYS(%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER			EXT	18.OFFER DATE

AWARD (To be completed by Government)

19.ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN(4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28.AWARD DATE

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00383-14-R-0014	PAGES 2 of 79
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	<p>TEARDOWN, EVALUATE, REPAIR, AND/OR MODIFY</p> <p>NOM: MAIN GEARBOX FOR REFERENCE ONLY: PART NR: S6137-23000-19</p> <p>SHIP TO: DTU003 V. ALEXANDER & CO INC 22815 GLENN DR, SUITE 101 EMAIL: TSHIFFLETT@VALEXANDER.COM PH: 703 787-9730 FAX: 703-787-9735 STERLING VA 20164</p> <p>SHIP TO: DTU003 MINISTERE DE LA DEFENSE NATIONALE ARMEE DE L AIR BASE AERIENNE DE SIDI AHMED 7011 BIZERTE TUNISIE</p>	1	EA		

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This is a request for quote for the repair of 15EA of NSN 5996001491287 and P/N 90-000-095. Once a firm fixed price quotation has been received from the approved source and a firm fixed price and delivery schedule have been negotiated, the POC will issue a repair order. If firm fixed pricing cannot be submitted, inform the POC so that a monetary limitation repair order can be placed.

All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.

These items require Government Source Approval prior to award. If you are not an approved source, you must submit, together with your proposal, the information detailed in the NAVSUP Source Approval Brochure which can be obtained on the internet at <https://www.navsup.navy.mil> select OUR TEAM, then NAVSUP Weapon Systems Support, then Business Opportunities. Offers received which fail to provide all data required by the source approval brochure will not be considered for award under this solicitation.

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

LIMITATION OF ARTICLES TO BE SERVICED

The contractor shall not begin repair of any article(s) where the total price to the Government (labor and parts) is reasonably expected to exceed one hundred percent (100%) of the item replacement price based on production run quantities of a new article in a configuration similar to the configuration of the article to be repaired.

Furthermore, whenever it becomes apparent that the cost for completing the repair of any article will exceed the foregoing figure, the contractor shall discontinue the repair of such article. In either of the foregoing instances, the contractor shall promptly advise the NAVSUP Weapon Systems Support (NAVSUP WSS), Procuring Contracting Officer (PCO), via the ACO, of the estimated cost of repairing such article. The ACO shall obtain confirmation by the Government QAR of the contractor's beyond economic repair evaluation prior to forwarding the information to the PCO.

The contractor will subsequently be advised by the ACO if the article is to be repaired notwithstanding that the price for such repair will exceed the figure above, or if the determination is that repair is to be discontinued. If the repair is to be discontinued, the order will be amended to compensate the contractor for repair performed and parts furnished. If the repair is to be continued, the ACO is authorized to negotiate an over and above price for the repair.

REPORTS

The contractor shall prepare and furnish to the NAVSUP WSS the following reports in accordance with the appropriate sequence number on the DD 1423 contained herein as Attachment "B". Additional distribution instructions are shown on the DD 1423 (Attachment "B") for the following forms:

(a) Form 4ND-NAVICP-4710/16 (Monthly Status Report of Commercially Overhauled End Items) to the NAVSUP WSS monthly, Attn: 01531.12 (3 copies). A negative report is required for any given month during which there may be no receipts, repairs or shipments.

(b) Quarterly Consumable Parts Bond Room/Inventory and Parts Usage Report (Required only if parts are Government-Furnished).

(c) Damaged Retrograde Screening Report

Such reports shall be prepared and furnished in accordance with the instructions on the forms in effect on the contract date, and in accordance with any subsequent changes in those forms and instructions. The contract price shall be subject to an equitable adjustment to be made in the manner provided in the clause of the contract entitled "Changes" for any such change in forms or instructions made after the contract date. As used in this clause, the term "contract date" means the effective date of this agreement.

Supplies of report forms may be obtained from:
NAVSUP WSS, 700 Robbins Avenue, Philadelphia, PA 19111 (Attn: 01531.12).

SECTION C - DESCRIPTION/SPECIFICATIONS

SPECIFICATIONS FOR REPAIR/MODIFICATION

Statement Of Work (August 2006)

1.0 SCOPE

1.1 General. The items to be furnished hereunder shall be repaired, tested, inspected, and accepted in accordance with the terms and conditions specified in this BOA/contract. Government Furnished Property (GFP), including equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, special test equipment, or any other manufacturing aid required for the repair, manufacture, and/or testing of the subject item(s), will not be provided by the Government and shall be the responsibility of the Contractor unless expressly provided for on Attachment _N/A_. This limitation regarding the furnishing of GFP applies notwithstanding any reference to the contrary in any drawing, manual, or specification for the BOA/contract items.

- 1.2 Repair Requirements.** The Contractor shall provide the necessary facility, labor, materials, parts, and test and tooling equipment required to return the items (see Attachment A for a list of these items) to a Ready For Issue (RFI) condition. RFI is defined as that condition allowing the items to perform properly and reliably in an operational environment in a manner they were intended to operate. The Contractor shall identify on Attachment __N/A__ the governing repair manual(s)/documents for each item covered by this BOA/contract. On the same attachment, the Contractor must identify the facility for each item where repair, including final test and inspection, is completed.
- 1.2.1** Changes to repair manuals/documents and changes to drawings or specifications for the manufacture of parts utilized in these repairs require Procuring Contracting Officer (PCO) approval in accordance with the Configuration Management provisions of this BOA/contract. In addition, as provided for in Section 2.3, requests for changes to a repair source or repair facility shall be submitted in writing to the PCO and must be approved prior to making any such change.
- 1.2.2** Any repairs performed using unapproved changes to manuals, drawings, specifications, or unapproved changes to a repair source or facility are not permitted and any such changes are done entirely at the Contractor's own risk.
- 1.2.3** The Contractor is not entitled to any equitable adjustment to the price or BOA/contract terms based on the Government's disapproval of a requested change to manuals, drawings, specifications, or to a repair source or facility.
- 1.3 Beyond Physical Repair (BPR)**
- 1.3.1** Scope. An item is BPR when the item is not capable of being repaired in accordance with the Statement of Work due to the extent of physical damage.
- 1.3.2** Procedures. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BPR. All such determinations, including the basis for the determination and the DCMA written concurrence shall be provided by the Contractor to the PCO, with a copy to the Inventory Manager (IM). After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.
- 1.4 Beyond Economical Repair (BER)**
- 1.4.1** Scope. An item is BER if the cost of the repair exceeds 65% of the replacement price identified on Attachment A. This replacement price is for the purposes of BER determinations only, and may not be used or relied on by the offeror in the pricing of the repairs required by this BOA/contract.
- 1.4.2** Procedures. Items determined BER will be separately priced if the repair is authorized by the PCO. The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to be BER. All such determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence, shall be provided by the Contractor to the PCO, with a copy to the IM. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions or contractual authority for repair of the item. The Contractor is not authorized to proceed with the repair until notification is received from the PCO. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.
- 1.4.3** The following additional procedures may apply, if authorized, for the replacement of a BER SRA (Shop Repairable Assembly) within a WRA (Weapons Repairable Assembly) when the SRA has not been separately inducted. The Contractor may request authorization to:

Ship in place an accepted item from an existing spares or repair BOA/contract, if any, or MILSTRIP the SRA(s),

Authorization to ship in place or MILSTRIP must be provided by the IM in writing to the Contractor and must be appropriately documented in accordance with Section III.I.2.a of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. The Contractor must provide written notification of any item shipped in place or MILSTRIPed to the PCO and an equitable adjustment may be required. If authorization to ship in place or MILSTRIP is not provided, the Contractor shall contact the PCO for further instructions.

1.5 Missing on Induction (MOI).

- 1.5.1** Scope. A WRA is subject to this MOI provision if the item received by the Contractor for repair is missing one or more SRAs and the SRA is not a separately inducted item. Contractor replacement of MOI SRAs is not included in the contract price. Items received by the Contractor missing consumable parts are not MOI items. Rather, repair of such

items and replacement of the missing consumable parts are included in the contract price and the item shall be inducted and repaired by the Contractor under this BOA/contract.

1.5.2 Procedures. The Contractor shall immediately notify DCMA when an item is received with MOI SRA(s) and shall obtain written verification from DCMA for all WRAs determined to have MOI SRA(s). The Contractor shall provide written notice of all such determinations, including identification of the missing SRA(s), and the DCMA written verification, to the IM with a copy to the PCO and ACO prior to induction and/or repair of the WRA. The Contractor shall not proceed with repair of WRAs with MOI SRAs until instructions on how to proceed are provided to the Contractor.

1.5.3 The following additional procedures may apply, if authorized, for the replacement of a MOI SRA within a WRA. The Contractor may request authorization to:

Ship in place an accepted item from an existing spares or repair BOA/contract, if any, or
MILSTRIP the SRA(s),

Authorization to ship in place or MILSTRIP must be provided by the IM in writing to the Contractor and must be appropriately documented in accordance with Section III.I.2.b of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. If either of these options is not authorized, the Contractor shall contact the PCO for further instructions.

1.6 Swapping SRAs

1.6.1 Scope. On rare occasions the Contractor may request authority to replace a failed but repairable SRA (within an inducted WRA) that is not BPR, BER or MOI.

1.6.2 Procedures. The Contractor may request authorization to replace the failed SRA unit from the Contractor's production line, by MILSTRIP for an RFI item from Government stock, or with another repairable WRA, i.e. cannibalization. Permission from the PCO must be obtained and an equitable adjustment may be required. Authorization to ship in place from the Contractor's production line or MILSTRIP must be appropriately documented in accordance with Section III.I.2.c of the WEB-BASED COMMERCIAL ASSET VISIBILITY (WEBCAV) STATEMENT OF WORK. Although permission from the PCO is required if the SRA is obtained from another repairable WRA (cannibalized), that transaction does not have to be input into CAV.

1.7 Over and Above Repair (OAR).

1.7.1 Scope. An item sent to the Contractor shall be considered to require Over and Above Repair (OAR) effort if the repair required is highly unusual, not the type of repair that would be anticipated as a result of normal Navy operation of the item and is not included in the contract pricing due to the nature or scope of the repair needed for that particular item. Therefore, repair of OAR items may be subject to equitable adjustment.

1.7.2 Procedures. To the maximum extent possible, OAR shall be identified by the Contractor as part of the price proposal. If this is an undefinitized contract action, the Contractor shall identify OAR with the submission of the proposed ceiling price.

1.7.3 The Contractor shall obtain written concurrence from DCMA for all units determined by the Contractor to require OAR effort. All such OAR determinations, including the basis for the determination, the repair required, the proposed price to repair and the DCMA written concurrence, shall be provided by the Contractor to the PCO prior to undertaking repair of the item. After receipt of the required documentation, the PCO shall provide the Contractor disposition instructions or contractual authority for repair of the item. Any disposal ordered shall be performed by the Contractor in accordance with all applicable regulations and the Contractor's approved Government property disposal procedures.

2.0 PARTS AND MATERIAL

2.1 General. The Contractor is responsible for supplying all parts and material necessary to perform the required repairs under this BOA/contract unless parts or material are specifically identified on Attachment __N/A__ as Government Furnished Material (GFM). All parts and material used in performance of this BOA/contract shall be in accordance with the latest approved revision of applicable drawings and specifications. The Contractor shall ensure it has access for the duration of this BOA/contract to updated drawings and specifications for parts and material required for repairs performed under this BOA/contract. Any change to such parts/material drawings or specifications requires Government approval in accordance with the Configuration Management provisions of this BOA/contract.

2.2 All parts and material shall be new in accordance with FAR 52.211-5, Material Requirements, which is incorporated by reference herein. Authorization to use other than new material as defined by FAR 52.211-5 requires written approval from the PCO. In addition, cannibalization of piece parts must be approved by the PCO. Cannibalization of units that

have not been inducted is not typically authorized and requires specific additional approval by the PCO. Cannibalization or swapping, including any actions authorized under paragraphs 1.4, 1.5 and 1.6, shall not render an item BER or BPR.

2.3 Written approval from the PCO must be obtained prior to any change to the manufacturing source or manufacturing facility for all parts which require source approval. However, a Contractor who has been delegated authority by the Naval Air Systems Command in writing to approve a change in manufacturing source or a manufacturing facility may implement such a change after notifying the PCO.

2.3.1 Where there has been a change to a manufacturing source, the Contractor shall complete all qualification testing that was required when that item or component was originally qualified. Any changes in such testing shall be submitted to the Contracting Officer for Government review and approval. Any repairs performed using unapproved changes to such drawings, specifications or manufacturing source or facility are done at the Contractor's own risk. The Contractor is not authorized to deliver any items until such testing (including revised testing as properly approved) has been completed and the delivered items are repaired/manufactured in accordance with the qualification requirements package.

2.3.2 The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a requested change to the drawings, specifications or manufacturing source or facility.

2.4 Purchased Material Control and Parts Control. The Contractor shall establish and maintain a system of control over purchased parts and material. Such controls shall, at a minimum, assure that the parts and material purchased are in compliance with the requirements of this BOA/contract.

2.5 Receiving Inspection of Purchased Parts and Material. Purchased parts and material shall be inspected by the Contractor upon receipt at the Contractor's facility to assure conformance with all requirements of the applicable drawings and specifications. Alternatively, the Contractor shall submit, prior to contract award, evidence for Government review and approval of a purchased parts and material system which provides for adequate inspection to assure parts and material conform with all requirements of the applicable drawings and specifications.

2.5.1 Evidence of such inspections shall be maintained by the Contractor or Subcontractor for Government review at least twelve (12) months following the conclusion of the contract. The inspection report shall, at a minimum, include a record of all dimensional data (coordinate/positional), material, finish, and processes with appropriate pass/fail criteria, such as certifications, and actual dimensional readings.

3.0 Inspection Provisions. Government inspection shall be in accordance with FAR 52.246-2, Inspection of Supplies - Fixed-Price referenced in Section E, at source by DCMA unless otherwise specified in the BOA/contract or as authorized by the Administrative Contracting Officer (ACO) or PCO. Acceptance testing shall be conducted under the surveillance of the DCMA QAR. These tests shall include all tests necessary to assure that the items repaired conform to the performance required to provide Ready For-Issue material. The DCMA retains the authority to require the Contractor to conduct or reconduct any tests deemed necessary to ensure compliance with the manuals, drawings and specifications applicable to this BOA/contract.

SPECIFICATION FOR CONSUMABLE PARTS (CONTRACTOR-FURNISHED)

The contractor shall furnish on an "as required" basis all parts required to complete servicing of repairable articles hereunder within established delivery schedules. Such parts shall be in accordance with applicable drawings and specifications.

DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) (applicable >\$3K)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmamil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall—

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or
Standard: _____

Affected Contract Line Item Number,
Subline Item Number, Component, or
Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

SECTION D – PACKAGING AND MARKING

NAVSUPWSSDA01 DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (DEC 2013)

DFARS 252.211-7003(DEC 2013) is incorporated by full text into this contract (see below).

Implementation of the UID requirement will be via contract modification. Pricing and accounting for UID costs will be consistent with applicable requirements. Requirements for valuation will be passed along to subcontractors.

Costs associated with engineering or drawing updates or similar issues shall not be included or funded in NAVSUP WSS contracts. Contractor implementation of the UID marking requirement under this contract will begin following an OSD approval of the Program Office implementation plan that includes updated technical specifications detailing how the item is to be marked.

At such time, the Contractor may be required to provide a plan outlining how this requirement will be implemented. For planning purposes, development of specific marking requirements will be based on MIL-STD-130M (or later, as in effect on the date of the contract award) criteria. As part of the plan, the contractor may be required to, for example, identify all parts with MIL-STD-130 identification plates, how parts with such plates will be marked and how items without such plates will be marked. Configuration management provisions of the contract apply to UID requirements.

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/ Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm> under “Register.”

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall

report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

DFARS 252. 211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)

This clause is incorporated by reference with the same force and effect as if it were given in full text. The clause is applicable to individual cases and palletized unit loads for the shipment of items in the supply classes and to the locations identified in DFARS 211.275-2.

NAVSUPWSSDA06 ITEM MARKING REQUIREMENTS (JUN 2006)

Item Marking Requirements and methods for identification of Items of Military Property Produced, Stocked, Stored, and Issued by or for the Department of Defense (DoD) shall be in accordance with MIL-STD-130 REV M.

NAVSUPWSSDA07 PRESERVATION, PACKAGING, PACKING AND MARKING (APR 2013)

The contractor shall preserve, package, pack and mark all items as cited below.

1. PRESERVATION REQUIREMENTS

a. **SYSTEM STOCK SHIPMENTS** - The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1E, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) is invoked, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard "HM" and "LP" fields and replace "SPMK 99" with "00" (numeric). Contractor can access <https://tarp.navsisa.navy.mil> for code interpretation.

1) Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-B-131, Classes 1 and 3, and MIL-PRF-81705D, Type 1. These items can be identified by the following packaging field values: PM = "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 215-697-5842.

b. **IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS** – Government PCO or ACO approval to use the packaging standards outlined in this paragraph is required, and is only permitted for all items determined to be for immediate use (e.g. CASREP, AOG, or Repair line stoppage) and part number buy shipments. Any national stock numbered (NSN) item required for immediate use or direct installation, or part number item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D 3951-10, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. Marking shall be in accordance with MIL-STD-129P, "Military Marking for Shipment and Storage". All buys destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1E.

2. PACKING REQUIREMENTS – The contractor shall pack as follows. Exterior shipping containers for Packing Levels A and B are detailed in MIL-STD-2073-1E, Appendix C, Table C.II. Reusable containers, fast pack containers or wood containers are shipping containers and do not require overpacking for shipment.

Domestic Shipments (CONUS): Level B

Overseas Shipments (OCONUS) (including Navy ships at sea):

Via air, FPO, APO Level B

Via freight forwarder Level B

Via surface Level A

3. MARKING REQUIREMENTS - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129P. In addition, the following specific requirements apply:

a. **ADDITIONAL MARKING FOR SPARES ONLY** – Each MIL-STD-129P label shall also include the following:

1) Supplementary Procurement Instrument Identification Number (SPIIN) – the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),

2) Contract Line Item Number (CLIN) – the 4-digit individual line item number (e.g. 0001, 0002, etc.), and

3) SubCLIN – the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. **2D BAR CODE MILITARY SHIPPING LABEL (MSL)** – 2D bar code requirements in accordance with MIL-STD-129P, Paragraph 4.2.2.6

c. **RADIO FREQUENCY IDENTIFICATION (RFID) LABEL** – RFID requirements in accordance with clause DFARS 252.211-7006 "Passive Radio Frequency Identification."

d. **DEPOT LEVEL REPAIRABLE (DLR) LABELS**

1) Items identified with a Cognizant Code of either “7” or an even number preceding the NSN (e.g. 7RH 5826-01-428-9999) are defined as DLR items. DLR items require that a DLR label be placed on the outside of the unit, the intermediate and the shipping container for accountability and control purposes. The outside of each unit, intermediate and shipping container shall be affixed with the applicable label as close to the bar code label as possible.

EXCEPTION: When a DLR item requires use of both a reusable INNER unit container and a reusable OUTER shipping and storage container (excluding wood and fiberboard), only the INNER unit container shall be affixed with a DLR label. In these cases only, DLR labels shall NOT be placed on the OUTER reusable container.

2) Labels are available via the Naval Forms Online website: <http://navalforms.daps.dla.mil>. The website will advise the procedures for ordering and establishing an account. When searching for the DLR label, the following procedure should be followed:

- a) Click on “Forms” tab
- b) Click on “Keyword Search”
- c) Under "Search Criteria" type in “DLR”
- d) Under “Type” click on picture of box (Warehouse Form Link)
- e) Follow the applicable instructions (New Account, Current Account or Continue Shopping)

NSN	DESCRIPTION	QUANTITY PER UNIT PACKAGE	APPLICATION	FORM NUMBER
0108LF5055300	DLR Label 2 in. x 3 in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3 in. x 5 in.	100	Intermediate / Shipping Container	NAVSUP 1397

Labels may also be obtained by faxing a copy of the contract page containing the DLR label requirement to 215-697-2424.

e. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS MECHANICSBURG MARITIME REQUIREMENTS ONLY

1) Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (e.g. 1H4730-00-900-1317 **L1**), and require special markings. Containers shall be marked with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1 *	LEVEL 1 SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
CP/VG *	SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
D0/D6/D8 *	DSS-SOC SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and shipping
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping

* denotes Oxygen Clean requirements in accordance with MIL-STD-1330 “Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems.”

4. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147E “DoD Standard Practice: Palletized Unit Loads.”

5. WOOD PACKAGING MATERIAL (WPM)

In accordance with the latest version of DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard. The WPM must be stamped or branded with the appropriate certification markings as detailed in DoD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

6. NAVY SHELF LIFE PROGRAM

Navy shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position one (1) is the DOD shelf-life code, defining the type of shelf-life for an item (Type I, non-extendible or Type II, extendible), and the number of months an item can remain ready for issue in a Navy specified package. Positions two (2) and three (3) combined form the Navy-unique shelf-life action codes used by storage activities, and do not impose any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129P to apply either Type I or Type II shelf-life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

7. REUSABLE NSN CONTAINERS

An item that has an NSN assigned in the “Container NSN” field (e.g . 8145012622982) requires shipment in a metal or plastic reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANICSBURG SITE, MARITIME REQUIREMENTS

Reusable NSN containers for MARITIME material (designated by a Cognizant Code of “7E”, “7G” and “7H”) shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM). Source lists of possible container manufacturers may be obtained by contacting 215-697-5842.

b. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS

Reusable NSN containers (excluding wood and fiberboard) for AVIATION material (designated by a Cognizant Code of “7R”, “6K” or “0R”) shall be provided as GOVERNMENT-FURNISHED MATERIAL (GFM). Fast Pack containers WILL NOT be provided as GFM. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/container> or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy’s Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. Under no circumstances will the unavailability of reusable containers be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

**ALTERNATE PACKAGING REQUIREMENTS FOR
ITEMS ASSIGNED THE FOLLOWING CONTAINERS**

Container NIIN	Container Part Number(80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
00-260-9548	P069-2	GX10000LTBEC (QUP = 001) (ICQ = 000)
00-260-9556	P069-1	
00-260-9559	P069-3	
00-260-9562	P069-4	
01-012-4088	P069-6	
01-014-0440	P069-5	
01-164-4073	P069-7	

01-262-2982	15450-100	DW100K3GHFED (QUP = 001) (ICQ = 000)
01-262-2983	15450-200	
01-262-2984	15450-300	
01-262-2985	15450-400	
01-262-2986	15450-500	
01-262-2987	15450-600	
01-262-2988	15450-700	DW100K3GHFDR (QUP = 001) (ICQ = 000)

All excess empty reusable shipping and storage containers shall be turned-in to the nearest Container Reuse and Refurbishment Center (CRRC). CRRC locations/points of contact can be found at <https://tarp.navsisa.navy.mil/crrc> or by contacting 215-697-2063.

8. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JPO OR OTHER FOREIGN FORCES ACQUISITION

- a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.
- b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

9. MATERIAL SAFETY DATA SHEETS

As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning Labels" the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Material Safety Data Sheets (MSDSs) to the NAVSUP WSS Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

SECTION E - INSPECTION AND ACCEPTANCE

FAR 52.246-2 (IBR) INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) (applicable to all NAVSUP WSS acquisitions)

The clause of the Federal Acquisition regulation set forth at FAR 52.246-2 is hereby incorporated by reference with the same force and effect as if set forth in full.

() Alternate I (JUL 1985) applies when a fixed-price incentive contract is contemplated

() Alternate II (JUL 1985) applies when a fixed-ceiling-price contract with retroactive price redetermination is contemplated

FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(applicable to fixed-price procurements for Supplies, or for Services that involve the furnishing of Supplies)

The clause of the Federal Acquisition Regulation set forth at FAR 52.246-16, is hereby incorporated by reference with the same force and effect as if it set forth in full.

NAVSUPWSSEA10 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT – MIL-I/MIL-Q (OCT 2008)

(a) In accordance with FAR 52.246-11, the contractor shall comply with ___Mil-I-45208___ Quality System, or for purposes of this solicitation and resultant contract, the following documents are considered optional and equivalent and the Offeror may choose one of the options below by checking the appropriate block:

[] ISO 9001-Quality System-Model for Quality Assurance in Design, Development, Production, Installation and Servicing

- [] ASQC-Q9001-Quality System- Model for Quality Assurance in Design, Development, Production, Installation and Servicing
- [] SAE-AS9100-Quality System Aerospace - Model for Quality Assurance in Design, Development, Production, Installation and Servicing
- [] OTHER (Specify) _____

NOTE: When the "OTHER" block is selected, please identify the commercial, military, international or industry quality/inspection system that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) The contractor shall use and be compliant with the revision of the applicable quality standard in effect at time of the Offeror's latest proposal submission.

(c) Measuring and Test Equipment - The contractor shall use a calibration system that meets the requirements of MIL-STD-45662A, ANSI/NCSL-Z540.3-2006, or ISO 10012-1. Contractor use of a calibration system other than one specified herein will require Navy review and concurrence.

INSPECTION AND ACCEPTANCE AT ORIGIN (REPAIRABLE ASSEMBLIES)

(a) Repairable Assemblies

Inspection and acceptance of the articles or services to be furnished hereunder shall be made by the cognizant government inspector at the contractor's or subcontractor's plant.

SECTION F – DELIVERIES OR PERFORMANCE

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This RFP incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: See full list at end of RFP Section I

FAR FOB ORIGIN CLAUSES:

<u>Clause Number</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.211-17	Delivery of Excess Quantities (applicable to fixed-price for Supplies)	SEP 1989
52.242-15	Stop Work Order (applicable to Supplies and Services)	AUG 1989
52.242-17	Government Delay of Work (applicable to fixed-price for Supplies, but not Commercial Items)	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin - Contractor's Facility	FEB 2006
52.247-55	F.O.B. Point for Delivery of Government Furnished Property (The point of delivery of Government Property referred to in the first sentence of this clause shall be the contractor's plant(s) as set forth in Section C01.)	JUN 2003
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments	APR 1984
52.247-59	F.O.B. Origin - Carload Truckload Shipments	APR 1984
52.247-61	F.O.B. Origin - Minimum Size of Shipments	APR 1984
52.247-65	F.O.B. Origin - PrePaid Freight - Small Package Shipments	JAN 1991

TIME OF DELIVERY

Deliveries for items repaired/modified hereunder shall be made within the repair turn around time (RTAT) set forth below. RTAT is expressed in the number of days from induction of the failed assembly at the contractor's plant to acceptance by the Government of the same "repaired" assembly. Note, the contractor is required to make inductions immediately upon receipt if there is an open delivery order for that particular assembly.

(a)	<u>Item</u>	<u>Repair Turn Around Time</u>
	CLIN 0001	150 days after receipt of contract

(b) Transaction Item Reporting WEBCAVS : Delivery of performance shall be on a daily basis (excluding weekends and holidays) as required by the occurrence of the events identified in Section B02 of this BOA.

PLACE OF DELIVERY - FOB ORIGIN (REPAIR AND REPAIR PARTS)

(a) Subject to FAR 52.247-29 "FOB Origin," the articles to be furnished shall be delivered FOB Origin at the plant or plants where the articles will be offered for acceptance.

(b) Shipment will be made at Government expense to the destinations specified in each order. The method of shipment will be specified by the cognizant Government inspector when the articles are ready for shipment.

(c) The Government shall have the right to change the destinations specified. Any adjustment in contract price or time of delivery due to resulting changes in packing or marking shall be subject to the clause of this contract entitled "Changes."

(d) Unless otherwise directed by the NAVSUP WSS, Code N762.08, articles repaired on orders issued hereunder shall be shipped as allocated to the following destinations:

SHIP TO: DTU003
V. ALEXANDER & CO INC
22815 GLENN DR, SUITE 101
EMAIL: TSHIFFLETT@VALEXANDER.COM
PH: 703 787-9730 FAX: 703-787-9735
STERLING VA 20164

SHIP TO: DTUB00
MINISTERE DE LA DEFENSE NATIONALE
ARMEE DE L AIR
BASE AERIENNE DE SIDI AHMED
7011 BIZERTE TUNISIE

NAVSUPWSSFA06 FMS DELIVERY AND SHIPPING INSTRUCTIONS (MAR 2004)
(applicable to FMS contracts)

Material to be delivered FOB Origin at or near contractor's plant in the manner specified below. Use of Agency Official Indicia mail by contractors is not authorized. Quantities will not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

Consignment instructions provided herein are subject to change. In order to obtain the most current "Ship To" and "Mark For" information, the contractor is required to contact the cognizant DCMA Transportation Office ten days prior to shipment.

MATERIAL/TRANSPORTATION DATA:

If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.

If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.

International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.

If an X appears in the following parentheses (), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC) () applies.

SPECIAL MARKINGS:

For record accounting identification purposes, the Document Number, National Stock Number (NSN), and Supplementary Address, which appear under each line item(s) subclin, must be referenced in all Contracts, Invoices, Shipping, Inspection, and Financial Documents.

For FMS shipments only, regardless of size, the shipper shall bar code and apply the below listed identification with the appropriate bar coding format as specified in the MILSTD-129-P (disregarding 4.4.1.2) based on the packaging standard used.

The Bar Code Lines should read as shown below.

(NOTE: The 14-15 position Requisition Number, which can be found under each line item(s) subclin, shall be bar coded vice the Contract number.)

Bar Code Line 1:

National Stock Number (NSN) or CAGE and Part Number (if no NSN)

Bar Code Line 2:

Requisition Number(s) (be sure to include each Requisition Number in the multi-pack)

Bar Code Line 3:

Unit of Issue, Quantity, Unit Price, Supplementary Address

The information to be bar coded is reflected in the DD250 as follows:

Block 13	Supplementary Address (6 position alphanumeric code)
Block 16	National Stock Number (NSN) or CAGE/Part Number
Block 17	Quantity
Block 18	Unit (of Issue)
Block 19	Unit Price

DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD250) AND BILLS OF LADING

- (1) Attach four (4) copies of DD250 in waterproof envelope outside of shipping container.
- (2) Forward two (2) copies of DD250 annotated by carrier as proof of shipment to NAVSUP WSS Philadelphia, 700 Robbins Avenue, Philadelphia, PA 19111, Code 754, at the time of shipment.
- (3) Forward three (3) copies of DD250 to designated Freight Forwarder.
- (4) Where NAVSUP WSS Philadelphia is the status control activity, forward two (2) copies of DD250 to the attention of NAVSUP WSS Philadelphia Code 0142. Where the status control activity is other than NAVSUP WSS Philadelphia, forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code 0142 and one (1) copy of DD250 to the status control activity.
- (5) Forward one (1) copy of DD250 to NAVSUP WSS Philadelphia Code P75()

SECTION G - CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION

(a) Responsibility for performance of contract administration functional areas applicable to this contract is hereby delegated and assigned to **Defense Contract Management Agency**.

(b) Authority is hereby delegated to the contract administration office to issue "No Cost" reconsignment directions to the contractor pursuant to requests made by the contracting activity.

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) DEFINITIONS. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) ELECTRONIC INVOICING. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF ACCESS. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF TRAINING. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF METHODS OF DOCUMENT SUBMISSION. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF PAYMENT INSTRUCTIONS. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) DOCUMENT TYPE. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).)

NOTE: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) INSPECTION/ACCEPTANCE LOCATION. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) DOCUMENT ROUTING. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

ROUTING DATA TABLE*

FIELD NAME IN WAWF	DATA TO BE ENTERED IN WAWF
Pay Official DoDAAC:	
Issue By DoDAAC:	
Admin DoDAAC:	
Inspect By DoDAAC:	
Ship To Code:	
Ship From Code:	
Mark For Code:	
Service Approver (DoDAAC) :	
Service Acceptor (DoDAAC) :	

Accept at Other DoDAAC:	
LPO DoDAAC:	
DCAA Auditor DoDAAC:	
Other DoDAAC(s) :	

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple Ship To/Acceptance locations apply, or “Not applicable.”)

(4) **PAYMENT REQUEST AND SUPPORTING DOCUMENTATION.** The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) **WAWF EMAIL NOTIFICATIONS.** The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) **WAWF POINT OF CONTACT.**

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Shirley Young, Code 0252.07, at 717-605-1134, or via shirley.young@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

SECTION H - SPECIAL PROVISIONS

NAVSUPWSSHA18 CONTRACT SECURITY CLASSIFICATION SPECIFICATION (OCT 2002)

This Section and FAR 52.204-2 “Security Requirements,” shall apply only when DD Form 254 is attached hereto as part of the contract requirements, at which time FAR 52.204-2 shall be considered Incorporated by Reference in Section I Contract Clauses of this document.

The contractor shall, upon completion of final delivery hereunder, promptly so notify the Contracting Officer in writing and shall request a final military security requirements checklist (DD254). Such request shall be submitted to the Contracting Officer via the cognizant government inspector.

NAVSUPWSSHA21 NOTICE OF ASSIGNMENT (MAR 2000)

When a contract is to be assigned pursuant to the FAR 52.232-23 Assignment of Claims Clause Incorporated by Reference in Section I Contract Clauses of this document, the assignee shall forward a true copy of the instrument of assignment, (i.e., a certified duplicate or photostat copy of the original assignment), and an original and three (3) copies of the Notice of Assignment:

- A. To the Administrative Contracting Officer (ACO) located at the contract administration office specified herein,
- B. To the surety or sureties, if any, on any bond applicable to the contract, and
- C. To the Disbursing Officer designated in the contract to make payment.

PART II CONTRACT CLAUSES

SECTION I - GENERAL PROVISIONS

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This RFP incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: See full list at end of RFP Section I

PART I - FAR

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.202-1	Definitions (applicable >\$150K)	NOV 2013
52.203-3	Gratuities (applicable >\$150K)	APR 1984
52.203-5	Covenant Against Contingent Fees (applicable >\$150K, but not for Commercial Items)	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government (applicable >\$150K)	SEP 2006
52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government - Alternate I (use the clause with its Alternate I for Commercial Items)	OCT 1995
52.203-7	Anti-Kickback Procedures (applicable >\$150K, but not for Commercial Items)	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (applicable >\$150K, but not for Commercial Items)	JAN 1997
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity (applicable >\$150K, but not for Commercial Items)	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (applicable >\$150K)	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct (applicable >\$5M & Delivery is 120 days or more)	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (applicable >SAT)	SEP 2013
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (applicable >\$150K)	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identify Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (The contracting officer shall identify in the Contract Schedule the supplies or services that shall be purchased from a mandatory source and the specific source.)	OCT 2008
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (applicable >\$30K)	AUG 2013
52.210-1	Market Research (applicable >\$5M, but not for Commercial Items)	APR 2011
52.211-5	Material Requirements (not applicable to Commercial Items)	AUG 2000
52.211-15	Defense Priority and Allocation Requirements (see Section L for rating)	APR 2008
52.215-2	Audit and Records - Negotiation (applicable >\$150K, but not for Commercial Items)	OCT 2010
52.215-2 Alt I	Audit and Records - Negotiation - Alternate I (if funding is authorized by the American Recovery and Reinvestment Act of 2009)	MAR 2009
52.215-2 Alt II	Audit and Records - Negotiation Alternate II (if a cost-reimbursement contract with a State or Local Government, educational institution, or non-profit organization)	APR 1998
52.215-2 Alt III	Audit and Records - Negotiation Alternate III (if the head of the agency has waived the examination of records by the Comptroller General in a D&F)	JUN 1999

52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program (applicable at or above \$12.5M when certified cost or pricing data is required)	OCT 1997
52.215-10	Price Reduction for Defective Verified Cost or Pricing Data (when certified cost or pricing data is required from the contractor or any subcontractor)	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications (use only when 52.215-10 is not used)	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data (applicable clause 52.215-10 applies)	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications (applicable if clause 52.215-11 applies)	OCT 2010
52.215-14	Integrity of Unit Prices (applicable >\$150K, except for Commercial Items, or for a Service contract where Supplies are not required)	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices - Alternate I (applicable when contracting without adequate price competition or when prescribed by agency regulations)	OCT 1997
52.215-15	Pension Adjustment and Asset Reversions (applicable when certified cost or pricing data is required)	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money (applicable when contractor does not propose facilities capital cost of money in its offers)	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (applicable when certified cost or pricing data is required)	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (applicable when certified cost or pricing data is required or information other than cost or pricing data will be required for modifications)	OCT 2010
52.215-21 Alt I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Alternate I (use along with the basic clause if a format for cost or pricing data other than the format required by Table 15-2 is specified)	OCT 2010
52.215-21 Alt II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Alternate II (use along with the basic clause if copies of the contractor's proposal are to be sent to the ACO and contract auditor)	OCT 1997
52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Alternate III (use along with the basic clause if submission via electronic media is required)	OCT 1997
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Alternate IV (REPLACE the basic clause with its Alternate IV if cost or pricing data are not expected to be required because an exception may apply, but information other than cost or pricing data is required as described in FAR Subpart 15.403-3.)	OCT 2010
52.215-23	Limitations on Pass-Through Charges (applicable when certified cost or pricing data will be required, but not for Commercial Items)	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges - Alternate I (applicable if the contracting officer determines that a prospective contractor has demonstrated that there are no excessive pass-through charges)	OCT 2009
52.219-8	Utilization of Small Business Concerns (applicable >\$150K, unless the contract, together with all of its subcontracts, will be performed entirely outside of the U.S. and its outlying areas)	JUL 2013
52.219-9	Small Business Subcontracting Plan (applicable >\$650K when 52.219-8 is included, but not for Set-Asides or 8(a) Program)	JUL 2013
52.219-9 Alt I	Small Business Subcontracting Plan - Alternate I (use the clause with its Alternate I when contracting by sealed bidding rather than negotiation)	OCT 2001
52.219-9 Alt II	Small Business Subcontracting Plan - Alternate II (use the clause with its Alternate II when contracting by negotiation, and subcontracting plans are required with initial proposals)	OCT 2001
52.219-9 Alt III	Small Business Subcontracting Plan - Alternate III (use the clause with its Alternate III when the contract action will not be reported in FPDS pursuant to FAR 4.606(c)(5))	JUL 2010
52.219-16	Liquidated Damages Subcontracting Plan (use when 52.219-9 applies, or when the clause is used with its Alternate I or II)	JAN 1999
52.219-29	Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns	JUL 2013
52.219-30	Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	JUL 2013

52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor (applicable >\$3K when performed in the U.S.)	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (applicable >\$150K, but not for Commercial Items or when performed outside the U.S.)	JUL 2005
52.222-19	Child Labor - Cooperation with Authorities and Remedies (applicable >\$3K)	JAN 2014
52.222-20	Walsh-Healy Public Contracts Act (applicable >\$15K but not for Commercial Items or when performed outside the U.S.)	OCT 2010
52.222-21	Prohibition of Segregated Facilities (applicable if clause 52.222-26 applies)	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-26 Alt I	Equal Opportunity - Alternate I (applicable if contract is exempt from one or more, but not all, of the requirements of E.O. 11246)	FEB 1999
52.222-29	Notification of Visa Denial [applicable if clause 52.222-26 applies, and if the contractor is required to perform in or on behalf of a foreign country (FMS)]	JUN 2003
52.222-35	Equal Opportunity for Veterans (at or above \$100K, but not if contract performance is outside the U.S. by employees recruited outside the U.S.)	SEP 2010
52.222-35 Alt I	Equal Opportunity for Veterans (use the clause with its Alternate I if the Dir. OFCCP, or the head of the agency, waives one or more, but not all, of the terms of the clause)	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities (applicable >\$15K, but not if performed outside the U.S.)	OCT 2010
52.222-37	Employment Reports on Veterans (applicable if clause 52.222-35 applies)	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification (applicable >SAT, but not if performed outside the U.S., or if the performance period is <120 days, or for COTS items)	AUG 2013
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information (applicable when contract performance will be, in whole or in part, on a Federal facility)	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA Designated Items (>\$150K but not COTS items)	MAY 2008
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restriction on Certain Foreign Purchases (applicable unless an exception in FAR 25.103 applies)	JUN 2008
52.227-1	Authorization and Consent (optional >\$150K and prohibited when performance and delivery are outside the U.S.)	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applicable if clause 52.227-1 applies)	DEC 2007
52.227-3	Patent Indemnity (applicable >\$150K, but not for Commercial Items)	APR 1984
52.227-9	Refund of Royalties (applicable to negotiated fixed-price contracts when royalties may be paid)	APR 1984
52.227-14	Rights in Data - General (applicable if data will be produced, furnished or acquired)	DEC 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (applies to acquisitions of major systems or acquisitions in support of major systems; the contracting officer shall identify as part of the data delivery requirements those line items of technical data to which the clause applies)	DEC 2007
52.229-3	Federal, State, and Local Taxes (applicable >\$150K performed wholly or partly in the U.S.)	FEB 2013
52.229-6	Taxes - Foreign Fixed Price Contracts (applicable >\$150K when the contract is to be performed wholly or partly in a foreign country, unless the contract will be with a foreign government)	FEB 2013
52.230-2	Cost Accounting Standards (applicable to Negotiated Contracts subject to CAS, unless the contract is exempt, or is subject to modified CAS coverage, or FAR 52.230-4 applies)	MAY 2012
52.230-3	Disclosure and Consistency of Cost Accounting Practices (applicable to Negotiated Contracts >\$700K but <\$50M, and the contractor certifies that it is eligible for and elects to use modified CAS coverage)	MAY 2012
52.230-4	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns (applicable to Negotiated Contracts with foreign concerns)	MAY 2012

52.230-6	Administration of Cost Accounting Standards applicable if any of the following clauses apply: 52.230-2, 52.230-3, 52.230-4 or 52.230-5)	JUN 2010
52.232-1	Payments (applicable to fixed-price Supply or Services contracts)	APR 1984
52.232-8	Discounts for Prompt Payment (applicable to fixed-price Supply or Services contracts)	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras (applicable to fixed-price Supply or Services contracts)	APR 1984
52.232-16	Progress Payments (applicable to Fixed-Price acquisitions providing for Progress Payments based on costs)	APR 2012
52.232-16 Alt I	Progress Payments - Alternate I (if the contractor is a SB or SDB, use DFARS 252.232-7004 instead of the clause at 52.232-16 with its Alternate I)	MAR 2000
52.232-16 Alt II	Progress Payments - Alternate II (applicable if the contract is a letter contract)	APR 2003
52.232-16 Alt III	Progress Payments - Alternate III (applicable if the contractor is NOT a SB and Progress Payments are authorized under a BOA, IDIQ, or Requirements contract)	APR 2003
52.232-17	Interest (applicable >\$150K)	OCT 2010
52.232-23	Assignment of Claims (applicable >\$3K)	JAN 1986
52.232-23 Alt I	Assignment of Claims - Alternate I (applicable if a no-setoff commitment is authorized)	APR 1984
52.232-25	Prompt Payment (not applicable in Commercial Item contracts)	JUL 2013
52.232-33	Payment by Electronic Funds Transfer - System for Award Management (applicable if clause 52.204-7 applies)	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments To Small Business Subcontractors	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes - Alternate I (applicable if it is determined under agency procedures that continued performance is necessary pending resolution of any claim arising under or relating to the contract)	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs (applicable >\$700K, except for FFP Commercial Items or Fixed Price without cost incentives)	MAY 2001
52.242-13	Bankruptcy (applicable >\$150K)	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes - Fixed Price (applicable to a fixed-price contract for Supplies)	AUG 1987
52.243-6	Change Order Accounting (applicable to a Supply contract of significant technical complexity, if numerous changes are anticipated)	APR 1984
52.243-7	Notification of Changes (applicable to negotiated Supply contracts at or over \$1M for the acquisition of major weapon systems or principal subsystems)	APR 1984
52.244-5	Competition in Subcontracting (applicable to negotiated contracts >\$150K, unless FFP awarded on basis of adequate price competition, or Time&Material or Labor-Hour contract)	DEC 1996
52.244-6	Subcontracts for Commercial Items (do not use in Commercial Item contracts) (applicable to all contracts other than those for Commercial Items)	DEC 2013
52.245-9	Use and Charges (applicable when the clause at FAR 52.245-1 is also used)	APR 2012
52.246-23	Limitation of Liability [applicable >\$150K when delivery of end items that are not high-value items (i.e. normally <\$100K per unit) is required]	FEB 1997
52.246-24	Limitation of Liability - High Value Items [applicable >\$150K when delivery of high-value items (i.e. normally >\$100K per unit) is required]	FEB 1997
52.246-24 Alt I	Limitation of Liability - High Value Items - Alternate I (applicable >\$150K if delivery of both high-value and other items is required; the PCO shall clearly ID the items designated as high-value items in the Contract Schedule, and incorporate clause 52.246-23)	APR 1984
52.247-1	Commercial Bill of Lading Notations (applicable to all Cost-Reimbursement contracts, and Fixed-Price FOB Origin contracts >\$150K; clause may be used in contracts at or under \$150K if delivery terms are FOB Origin)	FEB 2006
52.247-63	Preference for U.S.-Flag Air Carriers (applicable whenever U.S. Government-financed international air transportation of property may occur in the performance of the contract; DOES NOT apply <\$150K or for commercial items)	JUN 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (applicable to contracts that may involve ocean transportation of Supplies subject to the Cargo Preference Act of 1954)	FEB 2006

52.247-64 Alt I	Preference for Privately Owned U.S.-Flag Commercial Vessels - Alternate I (applicable if required by statute or determined under agency procedures, that the Supplies to be furnished shall be transported exclusively in privately owned U.S.-flag commercial vessels)	APR 2003
52.247-68	Report of Shipment (REPSHIP) (applicable if advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations)	FEB 2006
52.248-1	Value Engineering (applicable >\$150K)	OCT 2010
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (applicable to a fixed-price contract at or below \$150K)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed Price) (applicable to Fixed-Price acquisitions >SAT)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service) (applicable to a fixed-price contract >\$150K)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

PART II - DFARS

CLAUSE NUMBER	<u>CLAUSE TITLE</u>	CLAUSE DATE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (applicable >\$150K, but not for Commercial Items)	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure of Information	AUG 2013
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A, System for Award Management (applicable if clause FAR 52.204-7 applies)	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities (applicable if clause FAR 52.204-2 applies)	NOV 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders (applicable >\$1M)	DEC 1991
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7007	Reporting of Government-Furnished Property (applicable when the clause at 52.245-1 is also used)	AUG 2012
252.215-7000	Pricing Adjustments (applicable when FAR 52.215-11, 52.215-12 or 52.215-13 are used)	DEC 2012
252.215-7002	Cost Estimating System Requirements (applicable when award is to be made on basis of certified cost or pricing data)	DEC 2012
252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
252.223-7004	Drug-Free Workforce (applicable >\$150K, but not for Commercial Items, or if performance is wholly or partially outside the U.S.)	SEP 1988
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999
252.225-7001	Buy American and Balance of Payments Program (applicable in place of FAR 52.225-1; applicable unless one or both of the following clauses apply to all items on the acquisition -- 252.225-7021 and/or 252.225-7036)	DEC 2012
252.225-7002	Qualifying Country Sources as Subcontractors (applicable when one of the following clauses is used -- 252.225-7001, 252.215-7021 or 252.215-7036)	DEC 2012
252.225-7003	Report of Intended Performance Outside the United States and Canada - Submission with Offer (applicable >\$12.5M)	OCT 2010
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award (applicable >\$12.5M)	OCT 2010
252.225-7005	Identification of Expenditures in the United States (applicable >\$150K)	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States (applicable >\$650K)	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (applicable >SAT)	JUN 2013
252.225-7012	Preference for Certain Domestic Commodities (applicable >SAT)	FEB 2013
252.225-7013	Duty-Free Entry (applicable in place of FAR 52.225-8; does not apply to Supplies that will NOT enter U.S. customs territory)	OCT 2013
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (applicable >\$150K)	JUN 2005

252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements (applicable in place of FAR 52.225-5; use if the WTO GPA applies.)	OCT 2013
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (applicable to FMS contracts)	APR 2003
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
252.225-7036	Buy American - Free Trade Agreements - Balance of Payments Program (applicable at or above \$77,494, in place of FAR 52.225-3, or at or above \$25K but <\$202K and a Free Trade Agreement applies)	DEC 2012
252.225-7036Alt I	Buy American Act - Free Trade Agreements - Balance of Payments Program – Alternate I (applicable at or above \$25K but <\$77,494)	JUN 2012
252.225-7041	Correspondence in English (applicable when contract performance will be wholly or in part in a foreign country)	JUN 1997
252.225-7048	EXPORT CONTROLLED ITEMS	JUN 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (applicable >\$500K)	SEP 2004
252.227-7013	Rights in Technical Data - Noncommercial Items (applicable when the contractor will be required to deliver technical data pertaining to noncommercial items, or Commercial Items when the Govt. will have paid for any portion of the development costs)	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applicable if the contract requires delivery of computer software or computer software documentation; include clauses 252.227-7016 and 252.227-7019)	FEB 2014
252.227-7016	Rights in Bid or Proposal Information (applicable if clause 252.227-7014 applies)	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (applicable if either clause 252.227-7013 or 252.227-7014 applies; or is an SBIR Program award when clause 252.227-7018 applies)	JAN 2011
252.227-7019	Validation of Asserted Restrictions - Computer Software (applicable if clause 252.227-7014 applies)	SEP 2011
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (applicable if the contract requires delivery of technical data to the Government)	JUN 1995
252.227-7030	Technical Data - Withholding of Payment (applicable if clause 252.227-7013 applies)	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data (applicable when 252.227-7013 is used; applicable when 252.227-7014 is used; applicable when the contract requires delivery of noncommercial computer software documentation)	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions (applicable to contracts that contain FMS requirements and provide for progress payments)	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (applicable to all acquisitions)	JUN 2012
252.232-7010	Levies on Contract Payments (applicable >\$3K)	DEC 2006
252.235-7003	Frequency Authorization	MAR 2014
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System (applicable >SAT when the contractor is a Large Business, and when the award will be either a Cost-Reimbursement contract or a Fixed-Price contract with Progress Payments made on the basis of costs incurred during performance; does NOT apply to Commercial Items)	MAY 2011
252.242-7005	Contractor Business Systems (applicable to Negotiated contracts subject to CAS, and when any of the following clauses are also used: 252.215-7002, 252.234-7002, 252.242-7004, 252.242-7006, 252.244-7001 or 252.245-7003)	FEB 2012
252.242-7006	Accounting System Administration (applicable when providing for Progress Payments based on costs, or for Cost-Reimbursement, Incentive type, Time-and-Materials, or Labor-Hour contracts)	FEB 2012
252.243-7001	Pricing of Contract Modifications (applicable to fixed-price type contracts)	DEC 1991

252.243-7002	Requests for Equitable Adjustment (applicable >\$150K)	MAR 1998
252.244-7000	Subcontracts for Commercial Items (DoD Contracts) (applicable if FAR clause 52.244-2 applies)	JUN 2013
252.244-7001	Contractor Purchasing System Administration (applicable when the clause at FAR 52.244-2 is also used)	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration (applicable when the clause at FAR 52.245-1 is also used)	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.246-7001	Warranty of Data (applicable if clause 252.227-7013 applies)	MAR 2014
252.246-7001Alt I	Warrant of Data - Alternate I (applicable to a fixed-price incentive contract when extended liability is desired)	MAR 2014
252.246-7001AltII	Warranty of Data - Alternate II (applicable to a firm-fixed price contract when extended liability is desired)	MAR 2014
252.246-7003	Notification of Potential Safety Issues (applicable to repairable or consumable parts that are critical safety items, and the repair or overhaul of these parts)	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification of Transportation of Supplies by Sea [applicable if the contractor made a negative response to provision 252.247-7022 (see Section K)]	MAR 2000

WARRANTY FOR OVERHAUL AND REPAIR

1. Notwithstanding inspection and acceptance by the government of articles or services furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that at the time of delivery:
 - a. Any part furnished or work done under this contract will be free from defects in material and workmanship and will conform with the specifications and all other requirements of this contract, and
 - b. The preservation packaging, packing, and marking and the preservation for, and method of, shipment of any repaired or overhauled article will conform with the requirements of this contract.
2. Within one year after the delivery of any article repaired or overhauled under this contract, written notice may be given by the government to the contractor of any breach of the warranties in paragraph (1) of this clause as to such article. Within a reasonable time after such notice, the contracting officer shall advise the contractor either (I) that the contractor shall correct or reperform any defective or nonconforming services and replace any defective or nonconforming parts, or (II) that the government does not require correction or reperformance or services or replacement of parts. If the contractor is required to correct or reperform services or replace parts, it shall be at no cost to the government. If the contractor fails or refuses to correct or reperform services or to replace parts, the contracting officer may, by contract or otherwise, correct or replace with similar services and parts and charge to the contractor the cost occasioned to the government thereby or obtain an equitable adjustment in the contract price. If the government does not require correction or reperformance or services or replacement of parts, the contracting officer shall make an equitable adjustment in the contract price. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract.
3. When return, correction, or replacement is required, transportation charges and reessponsibility for such articles or part thereof while in transit shall be borne by the contractor. However, the contractor's liability for such transportation charges shall not exceed any amount equal to the cost of the transportation by usual commercial method of shipment between the place of delivery specified in this contract and the contractor's plant, and return.
4. In lieu of the warranty marking labels contained in MIL-STD-129, the following warranty label shall be used:

Warranted at time of delivery, notification of breach of warranty required within 1 year of last actual delivery under this contract. Actual deliveries may differ from scheduled delivery schedules. Last scheduled delivery date:

OR

Warranted at time of delivery, notification of breach of warranty required within 1 year of the last delivery under this contract. Last delivery date:

5. Any articles or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all provisions of this clause to the same extent as items initially delivered. The warranty with respect to such articles or parts thereof shall be at the time of delivery, and any notice of breach of warranty shall be given in accordance with paragraph (2) above.
6. All implied warranties of merchantability and fitness for a particular purpose are hereby excluded from any obligation contained in this contract.
7. The rights and remedies of the government provided in this clause are in addition to and do not limit any rights afforded to the government by any other clause of this contract.

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
(JUL 2013) (applicable at or above \$25K)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRs database at <http://www.fsr.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(applicable >\$500K)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(applicable when certified cost or pricing data will be required)

(a) The Contractor shall make the following notifications in writing;

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

FAR 52.219-13 – NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
(applicable >\$3K when performance is in the USA)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor’s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act engage in activities relating to the performance of

the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

FAR 52.244-2 SUBCONTRACTS (OCT 2010)

(applicable to Fixed Price contracts >SAT under which UCAs (Upriced mods and/or unpriced orders) will be issued; all Cost-Reimbursement contracts; and to the following contract types >SAT: Letter, Time & Material, and Labor-Hour)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

(N/A) Alternate I (JUN 2007). (NOTE: Applicable ONLY to Cost-Reimbursement contracts issued by CIVILIAN agencies. Not Applicable (N/A) to DoD contracts of any type.)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)

(applicable to all Cost-Reimbursement, Time & Material, and Labor-Hour acquisitions; applicable to Fixed Price acquisitions ONLY when the Government will provide Government Property; applicable to FAR Part 12 Commercial Item acquisitions ONLY when the Government Property provided by the Government is >SAT or where the contractor is directed to acquire property that will be titled to the Government)

Alternate I (APR 2012) applies to all contracts, except for those listed below:

Cost-reimbursement contracts

Time and Materials contracts

Labor-Hour contracts

Fixed-price contracts awarded on the basis of submission of certified cost or pricing data

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

(a) *Definition*. “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

(a) *Definition*. “Covered DoD official” is defined in the clause at [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

252.209-7993 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2014 Appropriations (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

DFARS 252.219-7003D Small Business Subcontracting Plan (DoD Contracts) (AUG 2012)

This clause supplements either Federal Acquisition Regulation clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), whichever of those two clauses is included in this contract.\

(a) *Definitions.* As used in this clause—

“Historically black colleges and universities,” means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions,” means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

“Summary Subcontract Report (SSR) Coordinator,” means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term “small disadvantaged business,” when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small

businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) Except as provided in (h)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge receipt or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the SSR Coordinator who acknowledges receipt or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge receipt or reject this report in eSRS resides with the contracting officer who acknowledges receipt or rejects the ISR.

Alternate I (OCT 2010)

As prescribed in [219.708](#)(b)(1)(A)(2), substitute the following paragraph (h)(1) (i) for (h)(1)(i) in the basic clause:

(h)(1) (i) The Standard Form 294 Subcontracting Report for Individual Contracts shall be submitted in accordance with the instructions on that form; paragraph (h)(2)(i) is inapplicable.

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-00014)(AUG 2013)

(a) *Definitions.* As used in this clause—

“Summary Subcontract Report (SSR) Coordinator,” means the individual who is registered in eSRS at the Department of Defense (9700).

(h) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (“Agency to which the report is being submitted”) by selecting the “Department of Defense (DoD) (9700)” from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (applicable to FMS contracts)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

**DPAP 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014 O0008)
(FEB 2014)**

NOTE: This clause applies ONLY to solicitations and contracts awarded on or before December 31, 2018, with an estimated value in excess of \$50,000, that are being, or will be, performed in the U.S. Central Command (USCENTCOM), United States European Command (USEUCOM), United States Africa Command (USAFRICOM), United States Southern Command (USSOUTHCOM), or United States Pacific Command (USPACOM) theaters of operations.

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in "NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities" list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

**DPAP 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN
THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-O0008)
(FEB 2014)**

NOTE: This clause applies ONLY to solicitations and contracts awarded prior to December 31, 2014, valued at more than \$100,000, that are to be performed in USCENTCOM.

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

DFARS 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(applicable instead of Alternate I of clause FAR 52.232-16 if the contractor is a small business or a small disadvantaged business concern)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefined Contract Actions*) to 90 percent.

(b) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefined Contract Actions*) to 95 percent.

NAVSUP 5252.227-9400 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (JAN 1999)
(applicable >\$500K)

(a) The contractor shall establish and maintain procedures to enable their full participation in the Government-Industry Data Exchange Program (GIDEP), in accordance with the latest revision of S0300-BU-GYD-010. Compliance with this clause shall not relieve the contractor from complying with any other performance requirements of the contract.

(b) The contractor shall review and maintain status of GIDEP failure experience and Diminishing Manufacturing Source and Materials Shortages (DMSMS) reports. The contractor shall notify the procuring activity immediately when items of the contractors supply or support are impacted.

(c) The contractor shall prepare GIDEP ALERTs/Problem Advisories, as appropriate, in accordance with the procedures prescribed in S0300-BT-PRO-010, GIDEP Operations Manual, Chapter 7, nonconforming materials which impact production or may have an adverse impact on space or logistics support and repair.

(d) The contractor shall notify GIDEP of DMSMS items and materials that suppliers/vendors have declared obsolete or discontinued in accordance with S0300-BT-PRO-010, Chapter 11, that may impact production or logistics support of systems, subsystems, software or equipment.

(e) Appropriate action and notification, as deemed necessary by the contractor, shall be taken in response to GIDEP Failure Experience and DMSMS reports electronically distributed which may impact the performance of materials procured hereunder.

(f) The contractor shall maintain a status of GIDEP Failure Experience and DMSMS reports and the benefits accrued thereof, and shall provide an Annual Utilization Report to GIDEP, in accordance with S0300-BT-PRO-010, Chapter 5.

(g) The contractor shall insert paragraphs (a) through (g) of this clause in all subcontracts hereunder exceeding \$500,000.

NAVSUPWSSIA18 CONFIGURATION MANAGEMENT (OCT 2004)

(a) The Contractor shall maintain the total baseline configuration of the contract items, including, but not limited to, hardware, software and firmware, in accordance with the configuration management provisions of this contract.

(b) Definitions

(1) Critical Application Item (CAI) – CAI is defined as an item that is essential to weapon system performance or operation, or the preservation of life or safety of operational personnel, as determined by the military services. The subset

of CAIs, whose failure could have catastrophic or critical safety consequences (Category I or II as defined by MIL-STD-882), are Critical Safety Items (CSI).

(2) Critical Safety Item (CSI) - CSI is defined as a part, an assembly, installation, or production system with one or more critical or critical safety characteristics that, if missing or not conforming to the design data, quality requirements, or overhaul and maintenance documentation, would result in an unsafe condition that could cause loss or serious damage to the end item or major components, loss of control, un-commanded engine shutdown, or serious injury or death to personnel and unsafe conditions, which relate to hazard severity categories I and II of MIL-STD-882, System Safety Requirements. CSIs are a subset of CAIs and include, but are not limited to, items determined to be life-limited, fracture critical, or fatigue sensitive. A Critical Safety Item may also be known by terms such as a Flight Safety Critical Aircraft Part, Flight Safety Part, or Flight Safety Critical Part. For purposes of this contract, the term used will be Critical Safety Item.

(3) Engineering Change Proposal (ECP) – An ECP is the documentation by which an engineering change and its implementation for items to be delivered under this contract is proposed, justified and submitted to the appropriate authority for approval or disapproval. Class I and Class II ECPs will be classified as follows:

(i) Class I ECP. An engineering change will be classified as Class I if:

(A) it affects any physical or functional requirement in approved functional or configuration documentation, or

(B) it affects any approved functional, allocated or product configuration documentation, cost to the Government, warranties or contract milestones, or

(C) it affects approved product configuration documentation and one or more of the following: Government furnished equipment (including Government test equipment and associated programs such as Test Program Sets/Software); safety; compatibility, interoperability, or logistic support; delivered technical manuals for which changes are not funded; will require retrofit of delivered units; preset adjustments or schedules affecting operating limits or performance to the extent a new identification number is required; interchangeability, substitutability, or replacement of any item down to non-repairable assemblies, sources on a source control drawing; or skills manning, training, biomedical factors or human engineering design.

(ii) Class II ECP. An engineering change is Class II if it does not impact any of the Class I factors specified above.

(4) Deviation – A deviation is the specific written authorization to depart from a particular requirement of the item's configuration for a specific number of units or for a specific amount of time. It is also a specific written authorization to accept items, which are found to depart from specified requirements, but which nevertheless is considered suitable for use "as is" or after correction by a specified method. The term deviation encompasses what previously had been defined as both a deviation and waiver, and therefore includes requests to depart from a known requirement before, during or after manufacture. Deviations will be classified as follows:

(i) Major. A deviation is major when it involves a departure from requirements or specifications involving: health, performance, interchangeability, reliability, survivability, maintainability or durability of the item or parts, effective use or operation of the item or system, weight or size, and appearance (when a factor).

(ii) Critical. A deviation is critical when the deviation involves or impacts safety.

(iii) Minor. A deviation is minor when the deviation does not involve factors listed above for either critical or major deviations.

(c) Configuration Management/ECPs

(1) The Government will maintain configuration control and change authority for all modifications or changes affecting form, fit, function, or interface parameters of the contract items and sub-assemblies. Guidelines for preparing Class I and Class II ECPs may be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National

Consensus Standard for Configuration Management. The Contractor will maintain configuration of the items in accordance with the requirements of this contract.

(2) The Contractor shall submit an Engineering Change Proposal (ECP) for any Class I or II changes that impact the items covered by this contract. An ECP shall be designated Class I or Class II, as defined in this contract.

(i) If the Contractor has an ECP pending with another Government activity, has an approved ECP that the Contractor proposes to incorporate under this contract, or has an ECP pending or approved under a production contract, the Contractor will notify the PCO of the status of the ECP and provide a copy of the ECP submission. Any such Class I ECPs, however, will be incorporated only by modification to the contract.

(ii) A properly documented ECP submitted under this contract shall be processed as follows:

(A) Any Class I ECP must be submitted to the contracting officer for approval/disapproval. A Class I change will be not be implemented until a contract modification is issued by the contracting officer.

(B) Any Class II ECP involving a non-critical item or a CAI shall be submitted to the cognizant Defense Contract Management Agency (DCMA) for concurrence in classification and may be implemented only upon receiving DCMA concurrence. Any Class II ECP involving a CSI must be clearly identified as involving a CSI, must be submitted to the contracting officer for review by the contracting officer and the Navy's Basic Design Engineer, and may be implemented only upon the approval of the contracting officer. If, however, authorized in writing by the contracting officer or if the Naval Air Systems Command has delegated authority in writing to the DCMA to concur in Class II ECPs involving CSIs for the Contractor (which is specific to the Contractor's location and CAGE code), a Class II ECP involving a CSI may be submitted to the DCMA and implemented upon DCMA's concurrence with classification. If the affected Class II ECP item or items have not been identified as CAI, CSI or as non-critical by the Government, the Contractor will contact the contracting officer to obtain a classification for the affected items. The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the contractor due to a misclassification of an ECP by the contractor, including those costs associated with replacement of delivered items resulting from such a misclassification. Class II changes shall be made at no additional cost to the Government.

(iii) The Contractor shall coordinate with the cognizant NAVAIR PMA office prior to any ECP submission. The Contractor will provide copies of configuration changes affecting FMS customers to NAVSUP WSS FMS, Code P751.

(iv) Under this contract, a Class I ECP may be prepared in the contractor's format but in a medium compatible with Government information management systems. In addition, a Class I ECP shall provide all information required by DI-CMAN-80639C – Engineering Change Proposal. A Class II ECP may be prepared in the contractor's format. The minimum required data is: name and part number of item affected; name and part number of next higher assembly; description of the engineering change; need and reason for the change; all government contract numbers for which the change applies; and the change document number. Justification codes are not required for Class II ECPs.

(v) The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a Class I or Class II ECP.

(d) Configuration Management/Deviations

(1) The Contractor shall not manufacture any item for acceptance by the Government that incorporates a known departure from technical or contractual requirements unless a request for a deviation has been approved. Authorized deviations are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline.

(2) Deviation requests shall be prepared in accordance with DI-CMAN-80640C – Request for Deviation. Guidelines for preparing deviations may also be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management.

(3) Major, critical and minor deviations are classified in accordance with the definitions in this contract.

(4) A Request for Deviation shall be processed as follows upon submission of a properly documented request:

(i) For items involving a major or critical deviation, delivery and/or shipment of such items under this contract is not permitted until authorized in writing by the contracting officer.

(ii) For any non-critical item or CAI involving a minor deviation, delivery and/or shipment of such items under this contract is not permitted until authorized by the cognizant DCMA. Minor deviations affecting CSI must be identified as involving a CSI, must be submitted to the contracting officer for review by the contracting officer and the Navy's Basic Design Engineer, and may be delivered only upon the approval of the contracting officer. If, however, authorized in writing by the contracting officer or if the Naval Air Systems Command has delegated authority in writing to the DCMA to approve minor deviations involving CSIs for the Contractor (which is specific to the Contractor's location and CAGE code), a minor deviation affecting a CSI may be reviewed by the DCMA and may be delivered if authorization from DCMA is received. If the affected item or items have not been identified as CAI, CSI or as non-critical by the Government, the Contractor will contact the contracting officer to obtain a classification for the affected items.

(5) Recurring deviations are discouraged and shall be minimized. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a major/critical or minor deviation. In addition, the Government may be entitled consideration from the contractor if a deviation is approved.

The text of all FAR, DFARS, and NMCARS provisions and clauses may be accessed electronically at the following links:

FAR, DFARS and NMCARS at the Hill AFB website --
<http://farsite.hill.af.mil/VFFARa.htm>

FAR only at the GSA website (click on "Regulations: FAR") --
<http://www.acquisition.gov/far/index.html>

DFARS and NMCARS only at the DPAP website --
https://acquisition.navy.mil/rda/home/policy_and_guidance

The text of all NAVSUP and NAVSUP WSS clauses will be contained in the body of the contract.

SECTION J - ATTACHMENTS

(X) Packaging Instructions

PART IV - REPRESENTATIONS AND OTHER INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: See full list at end of RFP Section I

<u>PART I - FAR</u>		
<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (>\$100K)	SEP 2007
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (applicable >\$150K, but not for Commercial Items)	SEP 2010
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN -- REPRESENTATION AND CERTIFICATIONS (applicable to all acquisitions)	DEC 2012

PART II – DFARS

252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (applicable >\$150K)	JAN 2009
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (applicable at or above \$150K)	DEC 2006
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006

FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(applicable to all solicitations, except for Commercial Items)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is _____
[insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
(applicable >\$150K)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) **Check the appropriate box below:**

() (1) CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) CERTIFICATE OF MONETARY EXEMPTION.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) CERTIFICATE OF INTERIM EXEMPTION.

The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ **YES** ☐ **NO**

☐ **Alternate I (APR 1996).** As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

☐ **(5) Certificate of Disclosure Statement Due Date by Educational Institution.**

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

- ☐ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.
- ☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending __ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

DFARS 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2012)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) [252.209-7001](#), Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
- (iii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vi) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (vii) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

- () (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.
- () (ii) [252.225-7000](#), Buy American—Balance of Payments Program Certificate.
- () (iii) [252.225-7020](#), Trade Agreements Certificate.
- () Use with Alternate I.
- () (iv) [252.225-7022](#), Trade Agreements Certificate—Inclusion of Iraqi End Products.
- () (v) [252.225-7031](#), Secondary Arab Boycott of Israel.
- () (vi) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
- () Use with Alternate I.
- () Use with Alternate II.
- () Use with Alternate III.
- () Use with Alternate IV.
- () Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by provision number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

DFARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>).)

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)

AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System & Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
- (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUNE 2005)

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

**DPAP 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014
APPROPRIATIONS
(DEVIATION 2014-O0004) (OCTOBER 2013)**

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

DFARS 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)

(A) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(B) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	<u>Source of Supply</u>			Actual Mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer, "N" if it is not; and "U" if unknown.

DFARS 252.225-7000 BUY AMERICAN STATUTE—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number

Country of Origin (If known)

ALTERNATE I (DEC 2010)

As prescribed in 225.1101(1)(ii), add the terms "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a) and replace the phrase "qualifying country end products" in paragraphs (b)(2) and (c)(2) with the phrase "qualifying country end products or SC/CASA state end products."

DFARS 252. 225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)
(applicable if clause 252.225-7009 applies)

(a) *Definitions.* “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009). THE OFFEROR’S DESIGNATION OF AN ITEM AS A “COMMERCIAL DERIVATIVE MILITARY ARTICLE” WILL BE SUBJECT TO GOVERNMENT REVIEW AND APPROVAL.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, AND IF THE GOVERNMENT APPROVES THE DESIGNATION OF THE LISTED ITEM(S) AS COMMERCIAL DERIVATIVE MILITARY ARTICLES, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor’s good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(Applicable in place of FAR 52.225-6)

(a) *Definitions.* “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

**DFARS 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (NOV 2012)**

(NOTE: Use instead of FAR clause 52.225-4. Use when 252.225-7036 applies)

- (a) *Definitions.* “Bahrainian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “foreign end product,” “Moroccan end product,” “Panamanian end product,” “Peruvian end product,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* The Government—
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.
- (c) *Certifications and identification of country of origin.*
 - (1) For all line items subject to the Buy American—Free Trade Agreements—
 - Balance of Payments Program clause of this solicitation, the offeror certifies that—
 - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror shall identify all end products that are not domestic end products.
 - (i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:
 - (Line Item Number) (Country of Origin)
 - (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:
 - (Line Item Number) (Country of Origin)
 - (iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:
 - (Line Item Number) (Country of Origin (If known))

ALTERNATE I (OCT 2013)

- As prescribed in [225.1101\(9\)\(ii\)](#), substitute the phrase “Canadian end product” for the phrases “Bahrainian end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Moroccan end product,”

“Panamanian end product,” and “Peruvian end products” in paragraph (a) of the basic provision; substitute the phrase “Canadian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products” in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and delete the phrase “Australian or” from paragraph (c)(2)(i) of the basic provision.

- **ALTERNATE II (NOV 2012)**

- As prescribed in [225.1101](#)(9)(iii), add the terms “South Caucasus/Central and South Asian (SC/CASA) state” and “South Caucasus/Central and South Asian (SC/CASA) state end product” in paragraph (a) and substitute the following paragraphs (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

- (b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

- (c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

- (Line Item Number) (Country of Origin)

ALTERNATE III (JUN 2012)

- As prescribed in [225.1101](#)(9)(iv), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

- (a) *Definitions.* “Canadian end product,” “commercially available off-the-shelf (COTS) item,” “domestic end product,” “foreign end product,” “qualifying country end product,” “South Caucasus/Central and South Asian (SC/CASA) state end product,” and “United States” have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation.

- (b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

- (c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

- (Line Item Number) (Country of Origin)

- (ii) The offeror certifies that the following supplies are Canadian end products:

- (Line Item Number) (Country of Origin)

- **ALTERNATE IV (NOV 2012)** As prescribed in [225.1101](#)(9)(v), add a definition of “Korean end product” in paragraph (a) of the basic provision; substitute the phrase “Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products” in paragraphs (b)(2) and (c)(2)(ii) of the basic provision.

- **ALTERNATE V (NOV 2012)** As prescribed in [225.1101](#)(9)(vi), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

- (a) *Definitions.* “Bahrainian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “foreign end product,” “Korean end product,” “Moroccan end product,” “Panamanian end product,” “Peruvian end product,” “qualifying country end product,” “South Caucasus/Central and South Asian (SC/CASA) state end product,” and “United States,” as used in this provision, have the meanings given in the Buy American Act—Free Trade Agreements—Balance of Payments Program clause of this solicitation.

- (b)(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

- (c)(2)(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

- (Line Item Number) (Country of Origin)

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

- (Line Item Number) (Country of Origin)

-

DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

☐ **DOES** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ **DOES NOT** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it **will not** use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

NAVSUPWSSKA01 F.O.B. ORIGIN SHIPPING POINTS (JAN 1993)

If this solicitation provides for delivery "FOB Origin", the offeror shall provide the following information.

Truck Shipments: Shipping point for supplies including Street Address, City, State and Zip Code

Rail Shipments: Exact location of private siding or Name of Rail Terminal and Name of serving railroad

NAVSUPWSSKA03 AUTHORIZED NEGOTIATORS (APR 2000)

The offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this request for proposals. **Contractor to list herein names, titles, telephone numbers of the authorized negotiators:**

NAVSUPWSSKA04 PRICING INFORMATION (JUN 2005)

(A) Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested:

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.
2. A statement that such catalog or established price list:
 - (a) Is regularly maintained
 - (b) Is published or otherwise available for inspection by customers.
 - (c) States the prices at which sales are currently made to a number of buyers.
3. A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.
4. A statement that the price quoted herein including consideration of any discount or rebate arrangement, does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(B) The offeror is requested to submit the following pricing information on not less than the three most recent sales of any of the articles being procured hereunder or articles similar thereto. Where the pricing information furnished is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in such articles. Pricing information furnished should be as current as possible, and, to the extent possible, should be on quantities similar to the quantities required hereunder.

Date of Sale	Quantity of Quotation	Unit Price	Customer Contract No.	Customer
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(C) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers as shown below:

Contract No.	Production Lot No.	Date Released	Date of Anticipated	Customer Release
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(D) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder.

(E) If cost or pricing data are required under this contract, the submission of the pricing information sought under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

NAVSUPWSSKA06 TRANSPORTATION AND MATERIAL SOURCE INFORMATION (APR 2000)

(A) Each offeror responding to this solicitation shall furnish the following information:

- (1) Are the articles to be furnished from stock:
() Yes () No
- (2) Are the articles to be furnished from Government surplus material:
() Yes () No
- (3) Name of principal manufacturer (not dealer) of articles or performer of services:

(B) If this solicitation provides for inspection at origin, the offeror shall insert below the address(es) of plant(s) which articles or services are offered for final inspection and from which shipment will be made. (Furnish street address, city, state, and zip code. If this information is not furnished, the address shall be deemed to be the contractor's business address indicated on Standard Form 33 or other proposal (form):

SECTION L - INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS

L01 - CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: See full list at end of RFP Section I

PART I – FAR

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors - Competitive Acquisition (applicable to a competitive RFP when the Government intends to award without discussions)	JAN 2004
52.215-1 Alt I	Instructions to Offerors - Competitive Acquisition - Alternate I (applicable when the Government intends to award after discussions with offerors in the competitive range)	OCT 1997
52.215-1 Alt II	Instructions to Offerors - Competitive Acquisition – Alternate II (applicable when the Government would be willing to accept alternate proposals)	OCT 1997
52.215-5	Facsimile Proposals (The telephone number of receiving facsimile equipment is: 215-697-_____)	OCT 1997
52.215-16	Facilities Capital Cost of Money (applicable when certified cost or pricing data will be required)	JUN 2003
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Award (applicable when awards may be made to two or more contractors)	OCT 1995
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (applicable at or over \$10M when clause 52.222-26 is also included)	FEB 1999
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles (<\$204K)	NOV 2013
52.232-13	Notice of Progress Payments (applicable when a Progress Payments clause is included)	APR 1984
52.247-46	Shipping Point(s) used in Evaluation of F.O.B. Origin Offers (applicable to F.O.B Origin when price evaluation for shipments from various shipping points is contemplated)	APR 1984

PART II – DFARS

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (at or above \$100K)	JAN 2009
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	JUN 2010
252.246-7003	Notification of Potential Safety Issues	JUN 2013

CERTIFICATE OF CURRENT COST OR PRICING DATA

The contractor agrees that to the extent required by Public Law 87-653, as amended, and the Federal Acquisition Regulation, as amended (including amendments promulgated by Federal Acquisition Circulars, but not yet included in

FAR), it shall furnish cost or pricing data, as defined in FAR 15.403-4 (including subcontractor and prospective subcontractor cost or pricing data) to the Contracting Officer where the aggregate of the prices inserted on the order is at or above \$700,000.00 and shall furnish for such order a Certificate of Current Cost or Pricing Data in the form set forth below and such subcontractor Certificate of Current Cost or Pricing Data (in substantially the same form as set forth below) for subcontracts and purchase orders at or above \$700,000.00 as are required to be furnished pursuant to the aforementioned regulation.

FAR 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.**

Firm: _____

Signature: _____

Name: _____

Title: _____

Date of execution:*** _____

*** Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).**

**** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.**

***** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.**

(End of certificate)

FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be a **DO** rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(applicable when certified cost or pricing data or data other than certified cost or pricing data will be required)

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional

supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

() **Alternate I (Oct 2010).** As prescribed in [15.408](#)(l), (and see 15.403-5(b)(1)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: *[Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408, Table 15-2, Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]*

(X) **Alternate II (Oct 1997).** As prescribed in [15.408](#)(l), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to:

- (1) the Administrative Contracting Officer, and
- (2) the Contract Auditor.

() **Alternate III (Oct 1997).** As prescribed in [15.408](#)(l), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: *[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]*

(____) **Alternate IV (Oct 2010).** As prescribed in [15.408\(l\)](#), replace the text of the basic provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]*

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer (identified on Page 1)
Building 1, Code 02? (identified on Page 1)
700 Robbins Avenue
Philadelphia, PA 19111-5098

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(Applicable if an order, or bilateral modification adding new work, is issued in excess of \$1M and utilizes funds appropriated by the FY 2010 Defense Appropriations Act; it does not apply to Part 12 Commercial Items or to commercial off-the-shelf [COTS] items)

(a) *Definitions.* As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION WITH OFFER (OCT 2010) (>\$12.5M)

(a) *Definition.* "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$650,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for—

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using—

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at

<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (FMS) (APR 2003) (Applicable to FMS procurements only)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
(applicable >\$100K)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I CERTIFY THAT THE REQUEST IS MADE IN GOOD FAITH, AND THAT THE SUPPORTING DATA ARE ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF

(Official's Name)

(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--
- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and
 - (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to ---
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
 - (2) Final adjustment under an incentive provision of the contract.

NAVSUP 5252.204-9400 CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (JULY 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 - "DoD Implementation of Homeland Security Presidential Directive - 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-Ni therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security

Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive ADP/IT-II when the contract scope of work requires physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out process prior to their departure at the completion of individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive(e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

NAVSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction, or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: _____
ADDRESS: _____
TELEPHONE: _____

NAVSUPWSSLA01 SUBMISSION OF PROPOSALS (NOV 1998) (APPLICABLE TO COMPETITIVE PROCUREMENTS OVER \$5 MILLION) (APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY COMPETITIVE PROCUREMENTS OVER \$1M)

I. GENERAL

Offerors are required to submit a single proposal composed of two separate parts as follows:

Part I - Past Performance Proposal - Original and _____ copies to include all data and information required for evaluation, and exclude any reference to the pricing aspects of the offer. Each page of each copy should be affixed with the following legend:

“Source Selection Information - See FAR 3.104”

Part II - Price Proposal - to include the completed solicitation documents.

IMPORTANT NOTES:

1. Offerors must respond to all requirements of the solicitation document. Offerors are cautioned not to alter or disassemble the solicitation.

2. In the event any portion of the past performance proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, the offeror shall identify the person's firm, the relationship of that firm to the offeror, and the portion of the technical proposal the person wrote.

II. REQUIREMENTS FOR PROPOSAL CONTENT

1. **Introduction and Purpose** - This section specifies the format that offerors shall use in this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

2. The proposals shall be submitted subject to the following identification and quantities:

Identification

Part I - Past Performance
Part II - Price

Number of Copies

Original and _____ copies
Original

3. Any offeror who will be submitting CLASSIFIED data in their past performance proposal must first notify the contracting office by contacting the point of contact for this solicitation. CLASSIFIED data that is forwarded as part of an offeror's proposal must be housed in its own binder, separate from the unclassified portion.

4. If the offeror chooses to submit its Past Performance Proposal and Price Proposal in separate volumes, the cover of each volume shall contain the following items:

Title of Proposal
Proposal Category (Past Performance or Price)
Volume Number
RFP Number
Name and Address of Offeror
Identification of copies bearing original signatures

III. PROPOSAL CONTENT

1. **Part I - Past Performance** - The offeror shall describe its past performance on directly related or similar contracts it has held within the last three (3) years which are of similar scope, magnitude and complexity to that which is detailed in the RFP. Offerors which describe similar contracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. The offeror shall provide the following information regarding its past performance:

- A. Contract number(s)
- B. Name and reference point of contact at the federal, state, local government or commercial entity for which the contract was performed
- C. Dollar value of the contract
- D. Detailed description of the work performed,
- E. Names of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontract(s),
- F. The number, type and severity of any quality, delivery or cost problems in performing the contract, the corrective action taken and the effectiveness of the corrective action.

G. For the contracts identified in response to (a.) above, provide the following information:

1. The actions, techniques and methods used to identify and minimize risk in performance of the requirements of the

Statement of Work (SOW); and

2. The actual success of the actions, techniques and methods used in mitigating risks.

2. Part II - Price Proposal - the completed solicitation documents.

NAVSUPWSSLA12 ACCEPTANCE PERIOD (APR 2000)

(A) If this solicitation is an IFB, any offeror allowing less than the number of 60 calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as nonresponsive.

(B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have 60 days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

NAVSUPWSSLA14 REQUESTS FOR INFORMATION (APR 2000)

Offerors may submit inquiries on this procurement by writing or calling (**collect calls not accepted**) to:

NAVSUP Weapons Systems Support, 700 Robbins Avenue, Philadelphia, PA 19111-5098

ATTN: Contracting Officer: _____, Code: _____

Telephone: _____ FAX: _____

E-Mail Address: _____

NAVSUPWSSLA15 TRANSMITTAL OF OFFERS (APR 2000)

Offerors whose proposal or modifications thereto are transmitted in envelopes other than those furnished with the solicitation, or which are enclosed in packaging external to the envelope furnished with the solicitation, are cautioned to label such envelopes or packaging conspicuously with a notation that the envelope or package contains a proposal, the solicitation number, and the exact hour and date specified for receipt of offers.

Attention is directed to the solicitation clause covering late bids, or late proposals, as appropriate. Decisions of the Comptroller General of the United States categorically prohibits consideration of proposals which arrive at the bid room after the exact time set for receipt and which are sent by means other than the U. S. mail. Offerors electing to use such means are thus under an absolute duty to insure timely arrival of their proposals at the bid room designated in the solicitation.

All offers and modifications thereto, regardless of the mode of transmittal, must be sent to the exact address shown in Box 8 of SF 33 - Solicitation, Offer, and Award.

NAVSUPWSSLA16 DRAWINGS ARE NOT AVAILABLE (APR 2000)

Part numbers specified are numbers of manufacturer(s) noted. Drawings and detailed information concerning these are not available at the NAVSUP WSS.

NAVSUPWSSLA18 REVIEW OF AGENCY PROTESTS (AFEB 2013)

(Applicable when FAR clause 52.233-2 and/or 52.233-3 are included).

In accordance with FAR Subpart 33.103(d)(4), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address their correspondence to:

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 410, South End, Bay A30
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17055-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official
NAVSUP WSS Code 02
Building 1, Rm. 2209
700 Robbins Avenue
Philadelphia, PA 19111-5098

NAVSUPWSSLA19 CONSIGNMENT INSTRUCTIONS (MAY 2010)

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasinq/dodaac.asp?cu=d>

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.

If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434

SECTION M - EVALUATION FACTORS FOR AWARD

FAR 52.247-47 EVALUATION -- F. O. B. ORIGIN (JUN 2003)

This clause of the Federal Acquisition Regulation set forth at FAR 52.247-47 is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth in full.

NAVSUPWSSMA01 EVALUATION CRITERIA AND BASIS FOR AWARD - SINGLE AWARD (MAR 2010)

(Applicable to competitive procurements over \$5 Million)

(Applicable to Services and Information Technology Competitive Procurements over \$1 Million)

The Government intends to make a single award to the eligible, responsible, technically acceptable offeror whose offer, conforming to the solicitations, is determined most advantageous to the Government price and past performance considered. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the area identified in the Section L solicitation provision entitled "Submission of Proposals." Only those proposals prepared in

accordance with the solicitation will be evaluated. The evaluation will consider past performance as more important than price. The Government reserves the right to award the contract to other than the lowest priced offer.

(1) Past Performance. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested in the Provision entitled Submission of Proposals in Section L for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar to past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly related or similar past performance will be considered ineligible for award.

The Government, in addition to other information received, may utilize the DoD Past Performance Information Retrieval System-Statistical Reporting (PPIRS-SR) program to evaluate past performance (refer to clause NAVSUPWSSMA09 "Use of PPIRS-SP in Past Performance Evaluation"). PPIRS-SR accumulates data on suppliers by Federal Supply Class (FSC). The Government will consider PPIRS-SR data for the Federal Supply Classes of all items included in this procurement. Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier's overall quality performance based on the following indices:

<u>COLOR</u>	<u>POSITION</u>
Dark Blue	Top 5% of suppliers in FSC group
Purple	Next 10% of suppliers in FSC group
Green*	Next 70% of suppliers in FSC group
Yellow	Next 10% of suppliers in FSC group
Red	Bottom 5% of suppliers in FSC group

(2) Price.

Price is a secondary factor after past performance.

NAVSUPWSSMA04 EVALUATION FACTORS FOR AWARD - REPAIR (APR 2000)

The quantities shown on Attachment "A" for the initial ordering period reflect the number of repair actions per item which NAVSUP WSS anticipates during that period. The quantities set forth on Attachment "A" for the Option period(s) reflect the same information for these periods. These quantities are NAVSUP WSS's best estimates at this time and are the quantities which will be used in evaluating individual repair prices on a total cumulative repair price basis. These quantities are neither minimums nor maximums. The repair prices proposed for the initial ordering period will be valid throughout that period regardless of the number of units repaired. Likewise, repair prices proposed for each of the Option period(s) will be valid for that entire period. (If the Government exercises its Option(s) to extend the contract).

Any special test equipment which you require for the operation of the repair contract must be identified in your offer. The need for additional test equipment will be used as an evaluation factor in determining the total cost to the Government of your offer.

The evaluation factor will be determined by adding the cost of such test equipment to your offer.

Prices shall be offered separately for the initial ordering period and each Option period for:

CAVS REPORTING -and- REPAIR SERVICES

Offers will be evaluated on the basis of the total of the prices proposed for CAVS Reporting and Repair Services. The foregoing evaluation shall be conducted for the initial ordering period and each of the Option period(s). The total sum of the ordering periods shall be the ultimate element in determining the lowest offeror.

**NAVSUPWSSMA09 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM-
STATISTICAL REPORTING (PPIRS-SR) IN PAST PERFORMANCE EVALUATION
(OCT 2009)**

(applicable when information from the DoD PPIRS database will be used to evaluate an offeror's past performance)

Each offeror's past performance shall be evaluated in accordance with FAR 13.106-2 or 15.305(a)(2), as applicable. The Department of Defense (DoD) has authorized use of PPIRS-SR for use by DoD activities during the acquisition of supplies and services. For purposes of this solicitation, contractor past performance will be based on data from PPIRS-SR. The offeror's quality and delivery classifications from PPIRS-SR will be used in conjunction with the offeror's references, the criteria in FAR 13.106-2 or 15.305(a)(2), as applicable, and other provisions of this solicitation.

The purpose of PPIRS-SR is to provide source selection officials with quantifiable past performance information regarding delivery and quality. This information is collected from existing DoD reporting systems during the source selection process.

QUALITY: PPIRS-SR collects quantifiable quality data from existing systems and uses that data to classify supplier performance by Federal Supply Code or Federal Service Code (FSC). Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier's overall quality performance based on the following indices:

<u>COLOR</u>	<u>POSITION</u>
Dark Blue	Top 5% of suppliers in FSC group
Purple	Next 10% of suppliers in FSC group
Green*	Next 70% of suppliers in FSC group
Yellow	Next 10% of suppliers in FSC group
Red	Bottom 5% of suppliers in FSC group

* If all supplier ratings for a specific FSC group are equal, all suppliers within that group will be classified Green.

Suppliers with no history in PPIRS-SR will be displayed without a rating and, for evaluation, receive a neutral rating.

DELIVERY: Supplier delivery past performance is classified in PPIRS-SR by the supplier's percentage of on-time deliveries. On-time deliveries are calculated using the number of line items delivered and a weighting factor reflecting the length of time a delivery was overdue.

PPIRS-SR classifications are determined monthly for each supplier and can be reviewed at <http://www.ppirs.gov/>. Suppliers are granted access to review their own classifications. Offerors are encouraged to review their classifications and the PPIRS-SR methodology, reporting procedures and challenge procedures detailed in the PPIRS-SR Procedures Manual and Users Guide also available at <http://www.ppirs.gov/>.

You May Access Text to All FAR, DFARS, NAVSUP, and NAVICP Provisions and Clauses electronically at <https://www.neco.navy.mil/clauses.cfm>